

Blanket Purchase Agreement
Federal Supply Schedule
U.S. Environmental Protection Agency
EP-BPA-12-C-0010

In the spirit of the Federal Acquisition Streamlining Act, the United States Environmental Protection Agency and Avanti enter into an agreement to further reduce the administrative costs of acquiring commercial products and services from the General Services Administration (GSA) Federal Supply Schedule Contract No. NA.

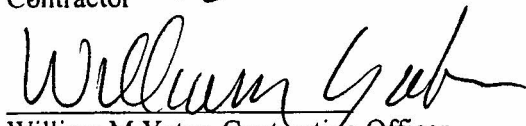
Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule Contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:


Contractor

10/5/12
Date


William M Yates, Contracting Officer
U.S. Environmental Protection Agency

10/9/12
Date

List of Attachments:

- (A) Performance Work Statement
- (B) Performance Standards and Quality Assurance Surveillance Plan
- (C) Applicable Clauses
- (D) Minimum Standards for EPA Contractors' COI Plan
- (E) BPA Price Schedules

- (b) Contract Number;
- (c) BPA Number;
- (d) Task Order Number;
- (e) Date of Task Order;
- (f) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (g) Date of Shipment/Delivery.

10. The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified in the task orders placed under this BPA.

11. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

12. Extent of obligation. The Government is not obligated to order any supplies or services under this BPA. The Government is obligated only to the extent of authorized task orders placed against the BPA. The Government reserves the right to award contracts to other Contractors for like supplies or services during the same performance period as this BPA.

13. Pricing Compliance. The Contractor warrants by performance of any task order placed under this BPA that the prices charged the Government shall be as low as or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, including any discounts for prompt payments.

14. All task orders placed against this BPA are subject to the terms and conditions of both the GSA contract and this BPA.

15. The Contractor's business classification is:

☒ Small ☐ Other than Small ☒ Disadvantaged ☒ Woman-owned

16. The Contractor's response to this BPA dated September 20, 2012, consisting of a Technical Proposal volume and a Cost Proposal volume, is hereby incorporated into this BPA by reference.

**U.S. Environmental Protection Agency
Terms and Conditions
Blanket Purchase Agreement**

Pursuant to Federal Acquisition Regulation (FAR) 8.405-3 entitled "Blanket Purchase Agreements (BPA's)", the contractor shall agree to the following terms exclusively with the U.S. Environmental Protection Agency:

1. The following contract services/products can be ordered under this BPA:

<u>Item</u>	<u>BPA Price</u>
Specific tasks in support of Attachment A PWS	See BPA Price Sheets

2. All data and/or products of this BPA shall be delivered as follows:

Delivery Destination
U.S. EPA
Office of Research and Development

Delivery Schedule/Dates
As specified in each task order.

3. The Government estimates, but does not guarantee, that the volume of purchases under this BPA will be \$5,000,000.

4. This BPA does not obligate any funds.

5. This BPA expires five (5) years from the BPA effective date indicated on the BPA Signature Page, or upon the expiration of the applicable GSA Federal Supply Schedule contract, whichever is earlier.

6. Purchase limitation. The total amount of all task orders placed against this BPA shall not exceed \$5,000,000 within the period identified in Paragraph (5) above.

7. The following individuals are authorized to place task orders under this BPA: Warranted Contracting Officers within the U.S. EPA Cincinnati Procurement Operations Division. The dollar value of a task order placed under this BPA shall not exceed the limit of the Contracting Officer's authority.

8. Task Orders will be placed against this BPA via e-mail.

9. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips which include the following information as a minimum:

(a) Name of Contractor;

ATTACHMENT A

PERFORMANCE WORK STATEMENT (PWS) for Technical Support Services for the USEPA Electronic Notice of Intent (eNOI) System and Paper Processing and Priority Permits and Backlog Tracking, and Permit Management Oversight System (PMOS) Prototype Upgrade and Maintenance

I. PURPOSE

Task orders under this PWS will support EPA's Office of Wastewater Management (OWM), Water Permits Division (WPD) in the development, implementation, maintenance and oversight of the National Pollutant Discharge Elimination System (NPDES) permit Electronic Notice of Intent (eNOI) system. In addition, the task orders under this PWS will support EPA with the tracking of permit issuance status and the maintenance of the PMOS prototype.

II. NPDES BACKGROUND

The U.S. Environmental Protection Agency's (EPA) Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for the development, implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States.

EPA is the permitting authority in 4 states (ID, MA, NH, NM), most U.S. territories, Indian Country, and for some federal facilities. In 46 States and 1 Territory, this responsibility is held by authorized State and Territorial governments. Permitting authorities issue individual or general permits for facilities. These permits implement the requirements of the NPDES Program along with other applicable laws and regulations.

The EPA will enter into a Blanket Purchase Agreement (BPA) for support of the operations and management of the following NPDES permit program tools and data analysis:

1. **Electronic Notice of Intent (eNOI) system**, an online electronic permit application system that allows construction site operators, industrial operators, vessel operators, and pesticides site operators to apply for and terminate coverage under EPA's NPDES general permits including the Construction General Permit (CGP), Multi-Sector General Permit (MSGP), Vessel General Permit (VGP), Vessel General Permit One Time Report (VOTR) and the Pesticides General Permit (PGP) as well as submit reporting and supporting documents as required by these permits.

The EPA NOI Processing Center receives, handles, and processes various NPDES forms, maintains contact with permittees via letters and emails, and provides support through

customer service. Customer service includes response to technical inquiries, application status, and referrals.

2. **Permit Management Oversight System (PMOS)** is an EPA prototype that enables the agency to track general and tribal permits at a summary level. PMOS captures limited information on these permits to enable EPA to track the universe and status of these permits. Office of Enforcement and Compliance Assurance's (OECA) Permit Compliance System (PCS) and Integrated Compliance Information System (ICIS-NPDES) data is used in conjunction with PMOS data to create permit status reports for OWM's backlog performance measure.

PMOS also allows tracking of priority permit issuance for one of OWM's performance measures. A candidate list is created using data from ICIS-NPDES and PCS, and then loaded into PMOS. States and Regions select priority permits within PMOS based on programmatic and environmental criteria and commit to issuing a portion of these permits over each fiscal year. States and Regions also enter reissuance dates for these priority permits in PMOS allowing the tracking of priority permit issuance.

The BPA Contractor will provide services in the following areas:

1. Develop, Maintain and Revise the eNOI and NOI Processing Systems
2. Modify the eNOI system to accommodate New EPA Permits
3. Provide Region, State and Public Access to Permit Documents and assist with Data and FOIA Requests
4. Develop, Maintain and Distribute Current and New Training Tools for EPA eNOI System Users.
5. Upgrade and maintain the Priority Permits and Backlog Tracking, and PMOS Prototype
6. Provide support for updating and posting general, tribal, and priority permit data on PMOS
7. Provide data analysis support for the backlog and priority permits measures

III. Work Requirements for eNOI SCOPE OF WORK

Task 1: eNOI Task Management

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Contracting Officer's Representative (COR) for all ongoing subtasks. Regularly scheduled conference calls and one to two hour meetings at least bi-weekly will be coordinated between EPA's COR and the contractor to

review the status and progress of subtasks. In addition, the contractor shall prepare and provide a monthly progress report in accordance with Contract Reporting Requirements. The contractor shall report labor hour and cost expenditures by individual subtasks, implementation plan(s); issues encountered and lessons learned regarding the progress of all subtasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance.

Deliverables: The contractor shall provide a monthly progress report that will include the labor hours and cost expenditures by individual subtasks, implementation plan(s), issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance (POP).

All electronic deliverables provided by the contractor to EPA shall be compatible to EPA's current applications.

The Contractor shall notify the CO and EPA COR in writing no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized BPA LOE/labor hours have been expended.

Task 2: Support Maintenance and Enhancements to EPA's eNOI System and Paper Processing

The contractor shall provide ongoing support and maintenance for the eNOI Application System, including functionality such as:

- Electronic processing of paper submissions
- Electronic signature and certification
- Batch uploading of multiple reports for multiple owner operators
- Batch certification
- Submission of electronic reports not associated with an NOI
- Assigning of permit tracking numbers for electronic reports that are not tied with an NOI

This system uses Java as the application layer technology and the eNOI legacy system applications (2008 CGP, MSGP and VGP) were developed in the Oracle Application Server (OAS) 10g server. In March 2012, the eNOI Legacy system was migrated to the Oracle Fusion Middleware (OFM) 11g Weblogic server. The newest eNOI system applications (VOTR, PGP and the newest 2012 CGP) were developed and deployed on an Oracle Fusion Middleware (OFM) 11g Weblogic server. Oracle is used as the database server technology and is deployed on the Oracle Database Server(s). Using this technology, the contractor shall work with EPA's Central Data Exchange (CDX) (www.epa.gov/cdx) to ensure that the application is working, maintained, enhanced, and in line with EPA's Office of Information Office (OEI) system requirements as directed by the EPA COR. The contractor shall provide to the EPA COR updated eNOI system documentation within 2 weeks upon delivery of system maintenance releases.

The Contractor shall maintain the on-line eNOI system to ensure continuous availability to the user community. The Contractor shall make every effort to ensure that the system is never down more than 4 consecutive hours. The Contractor shall notify EPA's COR along with the Task Order Manager (TOM) immediately of all problems and, if the Contractor expects downtime to exceed the indicated timeframe during the core operational time period of 8:30am and 5:00pm EST.

Subtask 2A: Data Related Maintenance

The contractor shall perform data related maintenance and Quality Assurance / Quality Control (QA/QC) to identify bugs and errors that affect the system's operation and the quality of eNOI data in Oracle database. This type of maintenance will resolve data inconsistencies or any type of issues in the Oracle Database that affects proper operation of eNOI functionalities as reported by users. The contractor shall handle all data related maintenance issues, including:

- Tracking of bugs and errors in an issue tracker system provided by the contractor.
- Prioritize the bugs and errors and identify which ones should be handled weekly to maintain normal operation and maintenance of the eNOI system.

The contractor shall report bugs and error fixes to the EPA COR weekly and providing technical feedback on the fixes in the issue tracking system. The contractor shall not exceed 20 hours of LOE per week on the selected bugs and errors, and if more LOE is needed the contractor shall contact the EPA COR.

Subtask 2B: Application Maintenance

The contractor shall perform maintenance on bugs and errors in the eNOI application and the Oracle database. The contractor shall fix the code flaws that lead to the improper functioning of the eNOI application, instead of fixing a specific bug for a specific user (aka story owner) as in Subtask 2A. Any data affected by a bug or error shall be fixed as indicated under Subtask 2A. The contractor shall handle all application maintenance issues, including:

- The contractor shall register and enter error stories, attachments, screenshots, and notes into a web application that facilitates iterative and incremental development or that follow the latest version of Agile Software Development Standards
- The contractor shall group similar error stories into iterations to determine their ability to create working, tested, value-delivered code in a short time box. The contractor shall use this method to assist them in measuring project milestones and goals.
- The contractor shall weigh the issues that will be assigned to them by the EPA COR. Each error story will be valued between a weight of 1 to 5, where 1 is defined as a simple fix and increasing in difficulty to 5 which is a difficult fix. After a weight is determined, the contractor shall fix the error stories.

- The contractor shall notify the EPA COR and user “story owner” via email after each error story is developed alerting the story owner that they can test and accept if the fix succeeds or is rejected and did not meet the required functionality.
- At the end of each iteration period the contractor and the EPA COR should be able to evaluate which stories have been successfully completed and use these successes as project milestones. The contractor shall either setup an in-person or online meeting with the EPA COR to provide EPA with a system demo at the end of an iteration period and use development tracking software tools to better define performance measurements.
- The contractor shall perform an overall system test as all iterations are completed by testing all maintenance releases on the EPA staging server and hosting releases on the EPA production server.
- The contractor shall complete user acceptance testing for all new and existing application functionalities.

Subtask 2C: Application Enhancements

The contractor shall perform application enhancements and maintenance to the eNOI system to support and maintain EPA’s National Computing Center’s (NCC) guidance and technical standards.

If any of eNOI’s applications are currently running out of date, the contractor shall be responsible for repackaging, possible rewriting of code to providing new ear/war files to be deployed under OFM 11g or the latest version being used by EPA. Under OFM 11g, EPA recommends that JDeveloper v.11g be considered as a preferred tool for repackaging existing Java code for deployment under Weblogic.

The EPA COR will work with the contractor in coordinating all EPA technical logistics in registering any new application enhancements with NCC and CDX. The contractor shall provide technical feedback to the EPA COR or EPA alternate COR and keep them informed of all progress in a timely manner.

Subtask 2D: Support for Processing and Entering Paper Forms

The contractor shall provide support to process and enter paper forms including Notices of Intent (NOIs), Notices of Termination (NOTs), No Exposure Certifications (NOEs), Low Erosivity Waivers (LEWs), Vessel General Permit One Time Report (VOTR) modifications, and monitoring reports into the eNOI system and answer only technical questions from both the regulated and regulatory communities. The contractor shall defer all regulatory or policy decision questions to the EPA COR or EPA alternate COR. The contractor shall keep the EPA COR informed of the questions the contractor is addressing in a timely manner. The contractor shall also perform checks to ensure that all paper forms received have been entered into the

electronic system within 2 ½ days of receipt (no more than 1 week during peak times) and checking for any data errors as specified by the PWS.

Subtask 2E: QA/QC of the eNOI and Paper Processing Systems

The contractor shall conduct QA/QC of the eNOI system and paper processing system. The eNOI and NOI processing QA/QC procedures are outlined in the QA/QC manual chapter, which entail running data validation reports to quickly identify and remedy any system-wide errors. The contractor shall develop and revise automated data validation queries to the system as needed. Automated data validation queries will verify data issues within the system. The contractor shall notify the EPA COR immediately if data errors are identified and to correct the error.

Task 3: Development, Maintenance and Distribution of current and new Training Tools for EPA eNOI System Users

The contractor shall support eNOI users in becoming familiar with the functionality and procedures of how to create an account or submit required permit documentation. The contractor shall develop, revise, and make readily available training tools for the eNOI user community via instructional handouts and training videos which can be posted to the EPA eNOI web pages. For planning purposes, EPA estimates no more than 10 instructional handouts at a maximum of 2-4 pages each and no more than 1-2 training videos per eNOI application at a maximum in length of 5-10 minutes each video. If additional training materials are needed, the contractor shall contact the EPA COR before proceeding.

- Audio files shall be created in other programs and compressed to EPA's current format (.mp3) and any new audio formats as they become available to facilitate the publishing of live audio stream.
- Multimedia image files that accompany text shall be produced and/or published using EPA's web guidelines current format (.gif, .jpg (or .jpeg), .png). All images should include a caption that describes the image.
- Video files shall be compressed to EPA's current format (.mp4, .flv, .swf) and any new video formats as they become available.
- PDF files shall have metadata information for each document. The required metadata fields per EPA's guidelines are:

HTML	PDF
Title ("DC.title")	Title
Description ("DC.description")	Description (Subject)
Publisher ("DC.creator")	Publisher (Author)
Keywords	Keywords
Channel ("DC.Subject.epachannel")	

Content Type ("DC.type")

Task 4: Region, State and Public Access to Permit Documents / Data and FOIA Requests

This task involves making NPDES permittee data accessible to the regions, states and public on the EPA NPDES and eNOI web pages. Permittee data (including NOIs and reporting documentation) is required to be publically available and accessible. This task also involves responding to data requests for NPDES permittee data, annual and adhoc reports, Data Monitoring Reports (DMRs), etc. to HQs, regions and states and public via FOIA requests.

Subtask 4A: Development and Maintenance of Public Search Sites

The contractor shall develop, maintain, and revise public search sites on the EPA NPDES and eNOI web pages that allows the general public to search for and access NOI and reporting documentation within the eNOI system. Currently the following public search tools exist for:

- Stormwater NOIs (2008 CGP and MSGP)
- Vessels NOIs
- Pesticides NOIs,
- Vessels One Time Reports (VOTR)
- 2012 CGP NOIs

Subtask 4B: Development and Maintenance of DMR Search Page for Region and States in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of a DMR search page for the use of EPA staff to search and query DMR eReporting data. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall create a system requirements document based on the DMR eReporting data, create screen mock-ups of the system, and begin designing the system. EPA will require a site for EPA Regions to search, view, and download reporting data. The information will need to be aggregated and displayed on a separate website that is viewable by the Regions and States.

Task 5: Development of New of EPA Permits in the eNOI System

The contractor shall provide support for the design/redesign, development, testing, implementation and maintenance of new EPA permits and reports in the eNOI system. The requirements for the development of each subtask shall be defined by each technical lead and the EPA COR based on the initial planning meeting/requirements analysis. The contractor shall provide an LOE and a list of deliverables for each phase of new development, including:

- Phase I. Requirement Analysis and Study with a deliverable of a System Requirement Document.
- Phase II. Architecture and Application Design with a deliverable of Architecture and Application Design Document.
- Phase III. Database Design with a deliverable of a Database Schema.
- Phase IV. Development. All requirement documents shall be converted into stories and entered into the development tracking software in order to develop applications using Iterative and Incremental Agile Software Development Methodology or a similar software package.
- Phase V. Testing and deployment. The application shall be tested on the contractors staging environment as well as the EPA staging server. All final user acceptance testing shall be done in the EPA production server.

The contractor shall provide the following deliverables with Phase V:

- User Acceptance Document (No more than a maximum of 25 pages)
- Deployment Document (No more than a maximum of 10 pages)
- Final Source Code for the application
- Deployable version of the application
- Database file or Database Schema and Script to create Database
- User Manual (No more than a maximum of 50 pages)

If additional capacity for the materials listed above is needed, the contractor shall contact the EPA COR.

Subtask 5A: Development and Maintenance of EPA's 2012 Construction General Permit (CGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's 2012 CGP application and its components in the eNOI legacy system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to develop the 2012 CGP NOI based on its system requirements document per the 2012 CGP NOI, create screen mock-ups of the system, and continue to design and enhance the system. The 2012 CGP application was released in March 2012 and is available at: <http://cfpub.epa.gov/npdes/stormwater/cgpenoi.cfm>.

The NOI form has been updated and expanded from previous versions, which includes additional detailed information to be entered on the NOI form and reorganization of several of the requirements contained in the 2008 NOI Form. New requirements and/or changes have been added to the new 2012 CGP NOI form.

The system has been setup to handle submission of NOI updates to NOIs already in the system and will need to accept NOTs and LEWs, linked with submitted NOIs. An NOI has been setup to provide for large areas of coverage. For example, an NOI submitter may request permit coverage for potential discharges to all waterbodies within all counties within a state. The system has been setup to handle this, knowing that the description may be a brief narrative. NOI system users should be able to attach files for submission (whether it is an annual report, some other type of report, or additional documentation for NOIs). The system shall automatically send NOIs with an endangered species issue to the Regional Service Field Office (consistent with the existing NOI system for stormwater permits) as well as a similar notification system for NOIs submitted that have discharges to Tribes. A website will be developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

Subtask 5B: Development and Maintenance of EPA's Pesticide General Permit (PGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's Pesticide Permit in the eNOI system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to develop the PGP based on its system requirements document per the Pesticides NOI, create screen mock-ups of the system, and continue to design and enhance the system. The system has been setup to support up to 3,000 NOIs per permit cycle (i.e., every five years). The system became operational in November 2011.

The system shall be setup to accept annual reports that will be linked to submitted NOIs. Initial annual reports will likely be due sometime by or before spring 2012. The system has been setup to handle submission of NOI updates to NOIs already in the system and will need to accept NOTs, linked with submitted NOIs. An NOI has been setup to provide for large areas of coverage. For example, an NOI submitter may request permit coverage for potential discharges to all waterbodies within all counties within a state. The system has been setup to handle this, knowing that the description may be a brief narrative. NOI system users should be able to attach files for submission (whether it is an annual report, some other type of report, or additional documentation for NOIs). The system shall automatically send NOIs with an endangered species issue to the Regional Service Field Office (consistent with the existing NOI system for stormwater permits) as well as a similar notification system for NOIs submitted that have discharges to Tribes. A website has been developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

Subtask 5C: Development and Maintenance of EPA's 2013 Multi-Sector General Permit (MSGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's 2013 MSGP application and its components in the eNOI legacy system. The contractor shall work with CDX to ensure that the application is developed as directed by the EPA COR. The contractor shall develop the 2013 MSGP NOI based on its system requirements document per the 2013 CGP NOI, create screen mock-ups of the system, and

design and enhance the system. The 2013 MSGP is scheduled to be issued by or no later than September, 2013.

The NOI form will be updated and expanded from previous versions, which will include additional detailed information to be entered on the NOI form and reorganization of several of the requirements contained in the 2008 NOI Form.

The system will need to be setup to handle submission of new NOIs and updates and will need to accept NOTs and NOEs, linked with submitted NOIs. NOI system users should be able to attach files for submission (whether it is an annual report, some other type of report, or additional documentation for NOIs). The system shall automatically send NOIs with specific information on issues required by the Regional Service Field Office (consistent with the existing NOI system for stormwater permits) as well as a similar notification system for NOIs submitted that have discharges to Tribes and regional DMR data, etc. A website will be developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

Subtask 5D: Development and Maintenance of EPA's 2013 Vessels General Permit (VGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's 2013 VGP application and its components in the eNOI legacy system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall develop the 2013 VGP NOI based on its system requirements document per the 2013 VGP NOI, create screen mock-ups of the system, and design and enhance the system. The 2013 VGP is scheduled to be issued by or no later than Oct, 2013.

The NOI form will be updated and expanded from previous versions, which will include additional detailed information to be entered on the NOI form and reorganization of several of the requirements contained in the 2008 NOI Form.

The system will need to be setup to handle submission of new NOIs and updates and will need to accept NOTs, linked with submitted NOIs. NOI system users should be able to attach files for submission (whether it is an annual report, some other type of report, or additional documentation for NOIs). The system shall automatically send NOIs with specific information on issues required by the Regional Service Field Office (consistent with the existing NOI system for vessels permits) as well as a similar notification system for NOIs submitted that have regional data, etc. A website will be developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

Subtask 5E: Development and Maintenance of the DMR eReporting System Update/Redesign and DMR backlog processing in the eNOI

The contractor shall provide support for the redesign, development, testing, implementation and maintenance of the user entry and NOITIS interface to handle submissions and certification of the DMR Data. Upon the DMR eReporting system being redesigned, the contractor shall process the DMR applications' backlog of approximately over 1,615 as of January 2012 and

growing. The contractor shall work with CDX to ensure that the application is developed as directed by the EPA's COR. The contractor shall update the system and the system requirements document based on the DMR eReporting system. If a system requirements document does not currently exist, then the contractor shall create one along with creating screen mock-ups of the system.

Task 6: Development, Maintenance and Revising of the eNOI and NOI Processing Systems Manual and Business Rules

The EPA NOI Processing Center Operations Manual documents all NOI Processing Center functions. It provides detailed descriptions of how the NOI Processing Center receives, handles, and processes correspondence (letters and emails), maintains contact with permit applicants via the letters generated, and provides support through customer service. The original EPA NOI Processing Center Operations Manual was developed in 2003. The last Manual update was started in March 2005. The existing manual is largely based on the eNOI legacy system and must be updated to incorporate all aspects of the current eNOI system and include the most current forms and letters associated with the eNOI dataflow.

In addition, the contractor shall develop and maintain an up-to-date eNOI system manual describing the business rules and functionality of the system. In addition, all new development and coding should be documented in this manual.

The contractor shall develop, revise, and maintain an eNOI System Manual documenting the business rules and current operational procedures of all eNOI development and maintenance releases that describes the functionality of the eNOI system. All updated eNOI system documentation should be completed within 2 weeks upon delivery of system maintenance releases. The contractor shall submit an initial draft of each completed section for EPA's review and comment. Based on EPA's comments, the contractor shall revise each chapter as draft final within 1 week after receipt of comments. Once all chapters have been approved by the EPA COR, the contractor shall prepare the manual in final form within 2 weeks.

For planning purposes, EPA estimates no more than a maximum of 50 pages for the eNOI System Manual. If additional capacity is needed, the contractor shall contact the EPA COR before proceeding.

eNOI PERFORMANCE SURVEILLANCE PLAN:

The following performance measures shall apply to eNOI work under this PWS. Please refer to Attachment B for the eNOI Surveillance Plan.

1. PMOS SCOPE OF WORK

Task 7: PMOS Task Management

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Contracting Officer's Representative (COR) for all ongoing subtasks. In addition, the contractor shall prepare and provide a monthly progress report in accordance with Contract Reporting Requirements. The contractor shall report labor hour and cost expenditures by individual subtasks, implementation plan(s); issues encountered and lessons learned regarding the progress of all subtasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance.

Deliverables: The contractor shall provide a monthly progress report that will include the labor hours and cost expenditures by individual tasks, implementation plan(s), issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance (POP).

All electronic deliverables provided by the contractor to EPA shall be compatible to EPA's current applications.

The Contractor shall notify the CO and EPA COR in writing no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized BPA LOE/labor hours have been expended.

Subtask 7A: Priority Permits and Backlog Tracking, and Permit Management Oversight System (PMOS) Prototype Upgrade and Maintenance

The contractor shall provide support to EPA for the following permit management activities:

- Generate permit backlog reports
- Support EPA's management of the priority permits process
- Maintain, manage, and provide development services for PMOS prototype to manage priority permits, tribal, and storm-water and non-stormwater general permits
- Provide ad hoc support related to queries on backlog, priority permits, and other permit tracking activities

The contractor shall support OWM to generate the data used to characterize the health of the NPDES program. This will include reviewing and managing the NPDES permit backlog data and providing quality assurance for monthly and quarterly backlog reports; upgrading, hosting and managing PMOS (once the prototype's requirements are stable, the system will be brought in-line with EPA's architecture) .

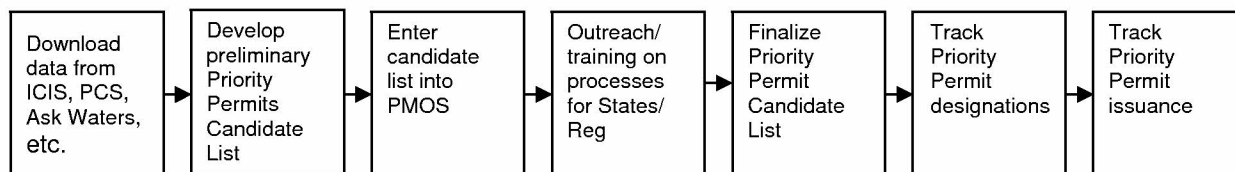
The contractor shall provide support to OWM's ongoing management, tracking and oversight

activities of EPA's priority permits, backlog, and PMOS work. Also, the contractor shall provide continued technical support for the ongoing requirements of the Government Performance and Results Act (GPRA) with regard to Priority Permit and Backlog measures. GPRA measures may be revised over time and the contractor shall support OWM in adapting PMOS to account for these measure changes.

Additionally, OWM is working with the Office of Enforcement and Compliance Assurance (OECA) on the NPDES Electronic Reporting Rule. This rule would make electronic submission of several current reporting requirements, including NOIs and State permit data, mandatory. This could affect much of the data tracking and other work described above. If you'd like more information about this rule, please visit <http://www.regulations.gov/exchange/topic/npdes>.

Subtask 7B: Priority Permits Tracking & Assistance

Figure 1: Priority Permit Tracking and Implementation



The contractor shall provide tracking and assistance with priority permits status for FY2012 priority permits in PMOS and shall prepare ad hoc updates of issuance progress and other permit-related information in PMOS as part of tracking and maintaining status. Based on the criteria provided by EPA, the contractor shall prepare a preliminary candidate list for FY2013 and PMOS rollover process to move from tracking FY2012 permits to tracking the selection and issuance of FY2013 Priority Permits. The contractor shall review and edit the document containing changes to EPA's priority permit requirements and shall provide user assistance to EPA Regions and States on priority permits questions.

For planning purposes, the contractor shall assume 2 backups of the files for priority permits status per month. The LOE estimate for support for this task is projected to be 214 direct labor hours.

Deliverables	Due Date
Revised document (in MS Word and PDF) explaining priority permits rules for the upcoming fiscal year.	Within 3 days of EPA's decision on priority permit rules
Two iterations of preliminary list of candidate priority permits in MS Excel for Fiscal Year 2013 separated by State and Region.	Within 15 business days following receipt of mid-year (March 31) data and cleaned 3 rd quarter (June 30) data
Ad hoc user assistance over email or phone regarding priority permits questions.	Within 1 day of request from EPA Headquarters, EPA Regions, or State
Ad hoc updates of issuance progress and other permit-	Within 5 days of request from EPA

related information in PMOS.	Headquarters, EPA Regions, or State
Backup files of the Priority Permits status information from the PMOS database, in MS Access format.	One business day following request from the EPA COR
Priority Permits lockdown and rollover for the FY in PMOS	Within 5 business days of request from EPA COR

Subtask 7C: NPDES Permit Backlog

The contractor shall provide technical support to track the NPDES Permit Backlog. The contractor shall generate backlog reports in accordance with the deliverable schedule below. The contractor shall use existing EPA databases (PCS, ICIS-NPDES) and the Permit Management Oversight System (PMOS) along with information from EPA Regions to prepare these reports. The contractor shall provide a report of any missing data that can be transmitted to EPA Regions and States to increase data completeness in PCS and ICIS-NPDES. The contractor shall provide support to EPA Regions to ensure that the general permit data in PMOS is complete and the rules (not regulations but rules used to determine backlog status as determined by EPA) for general permits are implemented correctly. Backlog reports shall be provided in both PDF and Excel formats to the EPA COR. The contractor shall also provide ad hoc reports to the permit universe and/or backlog data, as requested by EPA. In addition, the contractor shall address EPA's technical inquiries concerning permit data backlog procedures.

For planning purposes, the Contractor shall assume up to 4 ad hoc report requests during the new period of performance. The contractor shall also generate backlog reports in accordance with the deliverable schedule included below. The LOE to provide continued support for this task is estimated to be 832 direct labor hours.

Deliverables		Due Date for 1a and 1b
1a	Non-Tribal Report cards (major individual, minor individual, non-stormwater general permit covered facilities, summary) for non-tribal facilities.	Reports are due 5 business days after receipt of all of the corresponding quarter's permit data for each of the following quarters: Q2 (March 31) Q4 (September 30)
1b	Tribal Report cards (major individual, minor individual, non-stormwater general permit covered facilities, summary) for tribal facilities.	
Deliverables		Due Date for 1c through 5
1c	All Permits Summary Report Card (all individual and non-stormwater general permits for both tribal and non-tribal universes).	Reports are due 15 business days after receipt of all of the corresponding quarter's permit data for each of the following quarters: Q2 (March 31) Q4 (September 30)
2	Staleness reports (major individual, minor individual, total individual), for major and minor individual permits for non-Tribal and Tribal facilities.	
3a	National Trends Charts for tribal and non-tribal individual and general permits categorized by EPA and State-issued permits (7 charts total).	

3b	Regional trends charts: Regional Trends Charts for tribal and non-tribal individual and general permits categorized by major permits and minor permits by region (20 charts total: 10 charts of the number of minor permits per region and 10 charts of the number of major permits per region); general permits are included in the minor permit counts.	
4	A running 3 year trends chart: Analysis report identifying the quarter's current permit issuance status, goals, and trends for the last three years (3 year percent current).	
5	A report characterizing the non-stormwater general permit universe in PMOS. The report will provide Regional and State counts of facilities covered by non-stormwater general permits, types of general permits, and missing information (e.g., issuance dates, category) that needs to be followed up on.	
Deliverables		Due Date for 6
6	List of all backlogged facilities (major individual, minor individual, total individual) for tribal and non-tribal permits.	Reports are due 5 business days after receipt of all of the corresponding quarter's permit data for each of the following quarters: Q2 (March 31) Q4 (September 30)
Deliverables		Due Date for 7 through 10
7	All backup files used to generate the backlog report.	Reports are due 15 business days after receipt of all of the corresponding quarter's permit data for each of the following quarters: Q2 (March 31) Q4 (September 30)
8	A status checklist of all requested reports	
9	List of permits expired for more than 2 and 10 years and a list of major and minor permits expired for more than 10 years	
10	List of permits whose status is not clear from tracking dates.	
Deliverables		Due Date for 11
11	Ad hoc reports for additional unanticipated support	Within 5 business days of request by EPA COR

Subtask 7D: Permit Management Oversight System (PMOS) Operations, Management, and Upgrades

The contractor shall maintain the functionality of PMOS and as identified by EPA COR shall make modifications to the database and screens to enhance usability and accommodate programmatic changes. The contractor shall be responsible for hosting and general maintenance of the database. The contractor shall perform batch updates of the priority permits database. The contractor shall also fix all bugs found after testing/deployment of PMOS as part of routine operational requirements. The contractor shall perform batch updates of the priority permits database. For planning purposes, the contractor shall assume 8 batch updates of the priority permits database.

	Deliverables	Due Date
1	Batch updates of Priority Permits database	Within 5 days of request by the EPA COR
2	Daily maintenance/de-bugging/data loads for updates	As necessary to maintain database functionality

I. QUALITY ASSURANCE PROJECT PLAN (QAPP) REQUIREMENTS:

A quality assurance project plan (QAPP) is required for Tasks 1-7 of this project because it involves the generation, management, distribution, or use of primary and/or secondary environmental data that will be used or have the potential for use in environmental decision making. The QAPP shall be developed in accordance with the “Office of Water Quality Management Plan” (EPA 821-X-02-001) and shall be formatted as specified in “EPA Requirements for Quality Assurance Project Plans” (EPA QA/R-5).

EPA requires that all environmental data used in decision making be supported by an approved QAPP. The contractor shall follow the written procedures in the processing manual and any additional guidance provided by the COR in the performance of these tasks. Please refer to Attachment B for the PMOS QASP.

II. ANTICIPATED TRAVEL REQUIREMENTS

All non-local travel shall be approved in advance by the EPA COR and shall be in accordance with the Contract. However, non-local travel is not anticipated for the period of performance

- For eNOI, only local travel is anticipated for meetings.
- For PMOS, no travel is anticipated.

III. ADDITIONAL REQUIREMENTS:

For eNOI: Only NOI Processing Center direct costs (ODCs) for copying, postage/courier, supplies, computer usage, telecommunication and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the Project Officer (PO) by telephone to discuss any problems that may adversely affect the work on this PWS. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the

problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

For PMOS: Office direct costs (ODCs) for copying, postage/courier, supplies, computer usage, and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the Project Officer (PO) by telephone to discuss any problems that may adversely affect the work on this PWS. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

IV. CONTRACTOR IDENTIFICATION

When engaging in correspondence and communication with the public and Agency stakeholders, the Contractors shall always identify themselves as an EPA contractor and shall refer all policy related questions to EPA. All reproductions shall be in accordance with Contract copy limitations. All draft versions of outreach materials developed by the contractor shall be submitted to the EPA COR for approval and all finals shall be provided in electronic format ready for GPO printing.

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

V. CONTROL REQUIREMENTS

1. *Organizational Conflict of Interest:* The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.
2. *Notification of Conflicts of Interest Regarding Personnel:* The Contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is

defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See EPAAR 1552.209-73 Notification of Conflict of Interest.

3. *Enforcement Sensitive Information:* The contractor recognizes that contractor employees in performing tasks specified by the PWS for this BPA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or WA, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.
4. *Project Employee Confidentiality Agreement:* The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.
5. *Handling of Confidential Business Information (CBI):* Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to

EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the COR.

ATTACHMENT B

Performance Standards and Quality Assurance Surveillance Plan

eNOI PERFORMANCE SURVEILLANCE PLAN

The requirements contained in this BPA are considered performance-based, focusing on the Agency's desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall implement processes and systems that can deliver the required services in a manner that will best meet the Agency's performance objectives. The contractor's performance will be reflected in the positive or negative evaluation offered by the Agency in the Past Performance Evaluation (PPE) which is evaluated annually (per the "Past Performance Evaluation" clause in the contract).

When a task order runs for more than twelve months, an evaluation will be completed at the mid-point of performance. In issued task orders, the Performance Objectives shall be designated as "Tasks" specified within the scope of work. In cases where tasks (*i.e.*, Performance Objectives) and minimum Acceptable Quality Levels (AQLs) are not being met, the contractor will make every effort to immediately correct the problem to ensure customer satisfaction. If the problem is systemic, the contractor will submit a plan of corrective action to the Task Order Manager and Project Officer.

Each task order manager shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), below, which will then be utilized by the Project Officer in preparing the overall evaluations submitted annually in response to the Past Performance Evaluation requirements in the contract. The past performance evaluation scoring will take into consideration the successes, shortcomings, and corrective actions associated with meeting the performance standards delineated in the QASP.

These are three Minimum Mandatory requirements:

1. Performance requirements that define the work in measurable, mission-related terms (The description of each task is considered the designated performance requirement)
2. Measurable Performance standards (*i.e.*, management and communications, technical analyses, timeliness) tied to the performance requirements (these standards are included in the performance requirement)
3. A Government Quality Assurance Surveillance Plan that describes how the contractor's performance will be measured against the performance standards (the QA Methods and Surveillance Plan are described with each task as appropriate as outlined in Attachment B of the BPA)

EPA shall conduct annual quality assurance reviews and will use these to determine eligibility for additional hours.

PERFORMANCE SURVEILLANCE PLAN

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p><u>NOI Processing:</u></p> <p>The Contractor shall ensure timely and quality processing of all Notice of Intent. This standard shall apply to both paper and on-line submittals.</p>	<p>All operations and maintenance must be in accordance with the NOI manual and guidance.</p> <p>The Performance Work Statement outlines which Tasks require the Contractor to enter hard copy (paper) submittals of NOI forms in the tracking system with the specified timeframe of receipt, during periods of routine operations and within peak periods for the identified permits. EPA anticipates no more than two peak periods annually.</p>	<p>The EPA COR will monitor operations through general and formal meetings and telephone communication, planned and random unannounced visits to the Contractor's site and phone calls, and progress report reviews. The EPA COR will review monthly progress reports for indicators of communication problems and will bring issues to the Contractor's immediate attention.</p>	<p>Any issues that have a negative impact on individual PWS schedules or costs that are not brought to the attention of the appropriate EPA COR prior to occurrence, will consider the Contractor's performance unsatisfactory. Two or more incidents during the contract term will be reported as unsatisfactory performance in the CPARS Performance Evaluation System. The Contractor's initial unsatisfactory performance rating will result in a 2% reduction in fee for the remainder of the performance period.</p>
<p><u>NOI Daily Operations and Access:</u></p> <p>The Contractor shall ensure continuous and uninterrupted on-line availability of the eNOI system.</p> <p><u>NOI Call Center Support:</u></p> <p>The Contractor shall ensure the NOI process call center is staffed and available daily between 8:30am to 5:00PM EST.</p> <p><u>Timeliness:</u></p> <p>The Contractor shall provide services and submit deliverables in accordance with approved PWS milestone and deliverable schedules.</p>	<p>Services and deliverables shall be in accordance with schedules stated in each PWS. Unless amended or modified by an approved EPA action, a deliverable that is received 7-days past the due date, will be considered unsatisfactory performance.</p> <p>All operations and maintenance must be in accordance with the NOI manual and guidance.</p> <p>The Contractor shall maintain the on-line eNOI system to ensure continuous availability to the user community. The Contractor shall make every effort to ensure that the system is never down per the timeframe indicated within the PWS. The Contractor shall notify EPA's program staff and the COR immediately of all problems and shall notify the PO and CO. The Contractor shall notify EPA's COR immediately of all problems and shall notify via CC: the PO, CO and affected EPA program staff, if the Contractor expects downtime to exceed the indicated timeframe during the core operational time period of 8:30am and 5:00pm EST.</p>	<p>EPA will closely monitor task milestone and deliverable schedules and shall notify the Contractor when it becomes apparent that an established schedule will not be met. EPA will review the Monthly Progress Reports and any special reporting requirements to compare actual delivery dates to those approved in the PWS.</p> <p>The COR and PO will monitor the Contractor's efforts at ensuring the eNOI system is continuously available and that potential problems are identified and addressed with the Contractor before service disruption. The COR and PO will monitor the Contractor's Monthly Progress Reports to ensure service disruptions are documented and reported.</p> <p>For NOI call center operations, the COR will conduct announced and random visits to the Contractor's facility and will routinely call the center to assess the staff availability and the quality of the customer service. The COR and PO will review Monthly Progress Reports to ensure reporting is</p>	<p>If the Contractor fails to appropriately maintain the eNOI system or fails to notify EPA of the disruption in service; and this failure causes a service disruption that exceeds the timeframe indicated in the PWS; EPA will consider the Contractor's performance unsatisfactory.</p> <p>If EPA notifies the Contractor that the NOI call center is not appropriately staffed with experienced customer service. And the Contractor fails to address the staffing issues; EPA will consider the Contractor's performance unsatisfactory. Two or more unsatisfactory performance ratings by EPA will result in a 2% reduction in fee for the remainder of the performance period.</p>

	<p>The Contractor shall staff the NOI call center with knowledgeable and skilled staff capable of assisting the public, industry and stakeholders on the NOI process and the general status of NOI's submitted for processing.</p> <p>The Contractor shall report all down time for the eNOI and NOI call center in the Monthly Progress Report. Each incident shall include the date, time, reason, and remedy.</p>	consistent with each month's operation.	
<p><u>Cost Management and Control:</u></p> <p>The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.</p>	<p>The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct costs and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assess and immediately inform the COR of the cost implication of Agency issued Technical Directives.</p> <p>The Contractor shall notify the COR and PO no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of PWS funds or labor hours have been utilized and shall stop work immediately, if all funds are expended.</p> <p>The Contractor shall assign appropriate leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate time keeping.</p>	<p>The COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract level and individual PWS expenditures. The COR and PO shall review the Contractor's monthly progress reports and request the COR verification of expenditures and technical progress before authorizing invoice payments. The COR will maintain regular contact with the Contractor's designated PWS manager/project manager to discuss PWS progress and expenditures. The COR will review the Contractor's monthly progress reports and invoices and provide feedback to the PO on payment.</p>	<p>During any period of the PWS, if the Contractor fails to notify EPA of potential funding issues and this failure results in an overrun greater than 3% of the funded value of the PWS, performance the Contractor's performance will be considered unsatisfactory. The result of unsatisfactory performance will result in a 2% reduction in fee for the remainder of the performance period and an unsatisfactory rating under the "cost Control" category of the CPARS Performance Evaluation System.</p>

ATTACHMENT B

PMOS QUALITY ASSURANCE SURVEILLANCE PLAN

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p>Timeliness: Contractor shall provide services and submit deliverables in accordance with approved PWS and Contract schedules and milestones.</p>	<p>The Contractor's services and deliverables shall be submitted in accordance with PWS and contract schedules. Unless amended or modified by an approved EPA action, a deliverable not submitted in accordance with the schedule will be considered late.</p>	<p>EPA will closely monitor task milestone and deliverable schedules and shall notify the contractor if it becomes apparent that established schedules will not be met.</p> <p>The EPA COR will maintain documentation on actual receipt of deliverables. The EPA COR and PO will review the Contractor's Progress Report to compare actual delivery dates with the dates established in the EPA COR's technical directives. For any deliverable deemed, "late" the PO will notify the Contractor and will submit written documentation to the Contracting Officer for inclusion in the official PWS file.</p>	<p>Under this PWS, if three or more of the seven deliverables identified are late without prior notification and EPA approval, EPA will rate timeliness as unsatisfactory under the CPARS Contractor Performance System.</p>
<p>Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner.</p>	<p>The contractor shall always look for opportunities to control cost. When developing the initial cost projection, the contractor shall assign appropriately leveled and skilled personnel to all tasks.</p> <p>During performance, the contractor shall ensure accurate timekeeping and that only allowable charges are invoiced. The contractor invoiced cost shall track with expenditures and task activities reported in the Monthly Progress Report. An explanation shall be provided in the Progress Report if cost and expenditure between these documents differ.</p> <p>If a subcontractor is selected by the Contractor, the Contractor shall review their performance to ensure cost effectiveness, and allowable and appropriate expenditures.</p>	<p>The EPA Project Officer will routinely meet or communicate with the Contractor's Project Manager to discuss the PWS progress and expenditures.</p> <p>The Project Officer will review the contractor's monthly progress reports and request the COR's verification of expenditures and technical progress before payment authorization.</p>	<p>If the contractor fails to notify EPA of potential funding issues and the Contractor's failure to notice EPA results in a cost overrun, the Contractor's performance will be considered unsatisfactory. The result of unsatisfactory performance will be a 2% reduction in fee and an unsatisfactory rating under the "Cost Control" category of the CPARS Contractor Performance System.</p>
Information and Electronic Permit Tool Development			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives

<p>Permit Tool Development: The Contractor shall develop tools and software applications for efficient management of the permit data outlined in the PWS.</p>	<p>All applications shall be designed to meet the objective outlined in the PWS and shall comply with all agency information technology standards and requirements.</p>	<p>EPA will provided oversight of the Contractor's efforts and will review and evaluate application prototypes and beta versions of all applications throughout the development stages. All internet based applications will be assessed by EPA prior posting.</p>	<p>All applications must meet the objective of the PWS. All applications must be developed in accordance with agency Information Technology (IT) requirements. Failure in meeting PWS objectives or failure to comply with agency design and functionality requirements will be considered unsatisfactory performance. Unsatisfactory performance will be reported in the CPARS Contractor Performance System. At the Contracting Officers discretion, the Contractor may be required to modify or redesign the application to meet task objectives at no additional fee payment by the Government.</p>
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ATTACHMENT C
APPLICABLE CLAUSES

The following clauses shall apply to all task orders issued under this BPA:

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1. CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (ALTERNATE I)
(FAR 52.212-4) (FEB 2007)

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price

as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance

with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which

there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable,

the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

Attachment C, Applicable Clauses

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Services accepted. Payments shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Those Other Direct Costs identified in the Contractor's approved task order price proposal.

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: The indirect cost total identified in the Contractor's approved task order price proposal.

(3) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has

reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(4) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(5) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) any documents supporting payment of those invoices.

(6) Overpayments/Underpayments.

(i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for under payments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect

at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of

loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment"

paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**2. HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Numbering</u>	
	<u>Date</u>	<u>Tailoring</u>
[_] <i>Specifications and</i>		ANSI/ASQC E4
<i>Guidelines for Quality</i>	1994	See below
<i>Systems for Environ</i>		
<i>mental Data Collection</i>		
<i>and Environmental</i>		
<i>Technology Programs</i>		
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC

E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]</u>
<input type="checkbox"/> Joint Quality Management	<u>EPA Requirements for Quality Plan/Quality Assurance Management Plans (QA/R-2) [dated Project Plan for the 03/20/01] and EPA Requirements for BPA. Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</u>
<input type="checkbox"/> Programmatic Quality	<u>EPA Requirements for Quality Assurance Project Plan Assurance Project Plans (QA/R-5) for the entire program [dated 3/20/01] (BPA)</u>
<input type="checkbox"/> Other Equivalent:	

This documentation will be prepared in accordance with the specifications

identified above, or equivalent specifications defined by EPA's Quality Assurance Project Plan QA/R-5. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans QA/R-2)</u> [dated 03/20/01]	Award of BPA
[] Joint Quality Management	<u>EPA Requirements for Plan/Quality Assurance Quality Management Plans for the Project Plan (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of BPA
[] Quality Assurance	<u>EPA Requirements for Project Plan for the Quality Assurance Project Contract Plans (QA/R-5)</u> [dated 03/20/01]	Award of BPA
[] Programmatic Quality	<u>EPA Requirements for Assurance Project Plan Quality Assurance Project for the entire program Plans (QA/R-5)</u> [dated (contract)03/20/01]	Award of BPA

☒ **Quality Assurance**

EPA Requirements for
Issuance of Project Plan
for each Quality Assurance
Project Task Orders applicable
project/task Plans (QA/R-5)
[dated 03/20/01]

Award of BPA

☐ Project-specific

EPA Requirements for Issuance Award of BPA
Of supplement to Quality
Assurance Project statement of
Programmatic Quality Plans
(QA/R-5 [dated work for the
Assurance Project Plan 03/20/01]
Project for each applicable
project.

☐ Other Equivalent: _____

☐ award of contract ☐ issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of Work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

3. PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing

services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in

connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

4. ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement

placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

5. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Attachment B Minimum Standards for Conflict of Interest Plans of the solicitation for further information.)

6. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the

Contracting Officer.

7. LIMITATION OF FUTURE CONTRACTING

(a) The parties to this BPA agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this BPA, or through the performance of task orders issued under this BPA, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this BPA, will be ineligible to enter into business or financial relationships which would support or affect any efforts to contest, oppose, or influence the contents of regulations, policies, limitations, standards or criteria relating to the Toxic Substances Control Act (TSCA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) of 1947, as amended by the Federal Environmental Pesticide Control Act of 1972 (FEPCA), and the Resource Conservation and Recovery Act (RCRA), for which it has provided, or is providing, and technical and administrative support under this BPA, without prior written authorization from the cognizant EPA contracting officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this task order requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that

the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

8. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and

Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the

contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

9. MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) (DEVIATION)

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using task orders, include the estimated percentage of task completed during the reporting period for each task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the task order level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative task order period and the cumulative BPA life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative task order period and the cumulative BPA life display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings by task order, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the reporting period and cumulative for the BPA.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the task order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on task order, or latest task order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount or latest task order amount (whichever is later), less total amounts originally invoiced, plus

total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved task orders.

(6) A list of deliverables for each task order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addressees on or before the 10th of each month following the first complete reporting period of the BPA:

<u>No. of Copies:</u>	<u>Addressees:</u>
1	BPA Project Officer
1	Task Order Project Officer
1	Contracting Officer

10. RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

11. ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks

required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

12. SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and

on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

13. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or

obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

14. ACCESS TO FIFRA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

15. ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

16. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information

(CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

17. DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

18. DATA SECURITY FOR TSCA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

19. KEY PERSONNEL (EPAAR 1552.237.72) (APR 1984) (DEVIATION)

(a) The Contractor shall assign to this Blanket Purchase Agreement (BPA), the following key personnel:

To Be Determined

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

20. NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with performance of task orders under this BPA:

- a. The actual preparation of Congressional testimony.
- b. The interviewing or hiring of individuals for employment at EPA.
- c. Developing and/or writing of Position Descriptions and Performance Standards.
- d. The actual determination of Agency policy.
- e. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
- f. Preparing Award Fee Letters, even under typing services contracts.

- g. The actual preparation of Award Fee Plans.
- h. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
- i. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
- j. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
- k. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
- l. Preparing responses to Congressional correspondence.
- m. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
- n. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
- o. Conducting administrative hearings.
- p. Reviewing findings concerning the eligibility of EPA employees for security clearances.
- q. The actual preparation of an office's official budget request.

21. EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CP0D 11-01)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check the listing of directives (see paragraph (c) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(C) *Electronic Access*. Electronic access. A complete listing of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

22. TASK ORDER PROJECT OFFICER

(a) Each task order shall identify an EPA Task Order Project Officer (TOPO) and an Alternate TOPO. The TOPO, or in his/her absence, the Alternate TOPO, will be the Contracting Officer's representative for purposes of providing technical direction on task order performance.

(b) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(c) Technical direction must be within the Statement of Work of the task order. The TOPO and Alternate TOPO do not have the authority to issue technical direction which (1) institutes additional work outside the scope of the task order; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the price of the task order (4) alters the period of performance of the task order; or (5) changes any of the other express terms or conditions of the task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer.

23. PROCEDURES FOR ISSUING TASK ORDERS

(a) During the effective period of this BPA, when a requirement arises for work under the Performance Work Statement, the Contracting Officer may request the Contractor to submit a proposal for accomplishing the required work. The request for proposal shall be in writing, shall include a Performance Work Statement defining the required work, shall identify the performance period for any resulting task order, and shall indicate whether the task order will be issued on a firm-fixed

price or time-and-materials basis.

(b) The Contractor shall respond in writing to the task order request within ten (10) calendar days (or such longer time as may be granted by the Contracting Officer) by submitting a firm-fixed-price or time-and-materials proposal for performing the required work. The proposal shall be broken down to indicate:

(1) A description of the Contractor's technical approach for accomplishing the requirements of the Performance Work Statement within the timelines indicated therein.

(2) Labor rates (loaded), including hours and hourly rates for each labor category.

(3) Subcontractor costs. Include detailed subcontractor proposals, itemized to show labor, materials, other direct costs, overhead, and profit. (For subcontractor personnel whose loaded labor rates are incorporated into the BPA Price Sheets, labor shall be itemized as indicated in paragraph (2) above.)

(4) Other direct cost estimates (e.g., materials, travel) shall be itemized.

(5) Total proposed firm-fixed-price, or ceiling price for time-and-materials task orders.

(6) Any other information specified in the request for proposal.

(c) The labor rates (loaded) used to develop the proposal shall not exceed those specified in the Terms and Conditions for the BPA period in effect at the time the proposal is prepared. In the event a task order is not issued by the end of said period, the Contractor shall be entitled to submit a revised proposal based on the rates in the subsequent period, provided the Government still requires the work.

(d) Upon receipt of the proposal, the Contracting Officer will, within a reasonable time, take one of the following actions:

(1) If all proposal elements are determined to be appropriate for the required work and the proposed price is fair and reasonable, the Contracting Officer shall issue, via facsimile or e-mail, a firm-fixed-price or time-and-materials task order for the work as proposed, or

(2) If discussions are required and a negotiated agreement is reached, the Contracting Officer will, within a reasonable time, issue via facsimile or e-mail, a firm-fixed-price or time-and-materials task order embodying the negotiated terms, or

(3) If, after good faith negotiations, a negotiated agreement is not reached, the Government shall have the right to withdraw its formal request and to acquire the services from another source without violating the terms and conditions of the BPA.

(e) The Contractor shall not honor or respond to any request for proposal initiated by anyone other than the Contracting Officer. Receipt of such a request

shall be immediately reported to the Contracting Officer.

Attachment D

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile

should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parent's, affiliates', subsidiaries', or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum that the individual agrees to

report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness

training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractors' COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.